



84996

DEED OF TRUST

BOOK 54 PAGE 704
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Name **KLICKITAT VALLEY BANK**

Address **P. O. Box 307**

City and State **White Salmon, WA 98672**

SK 10480
3-7 1/2 - 1 - 1100



STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE ATTORNEY
INSTRUMENT OF WRITING FILED BY

My to Paul G
of Vancouver, Wa

AT Book & Page 2 1972

WAS RECORDED IN BOOK 54

OF 704 AT PAGE 704

RECORDS OF SKAMANIA COUNTY, WASH.

J. J. Todd
COUNTY CLERK

E. Mansford
1972

THIS DEED OF TRUST made this 22 September 1972 between
FRED D. DOLLAR and JANICE DOLLAR, husband and wife,
whose address is **P. O. Box 533, Carson, WA 98610**
and **SAFECO Title Insurance Company**, a California Corporation, Trustee, whose address is **SAFECO Title Insurance Company, 1000 Washington Street, Seattle, Washington 98125**
and **KLICKITAT VALLEY BANK**, Beneficiary,
whose address is **P. O. Box 307, White Salmon, WA 98672**

WITNESSETH that the parties hereto have signed and acknowledged this deed of trust in the presence of the following disinterested real property
in **Skamania**

That portion of the Southwest quarter of the Northeast quarter (SW NE 1/4) of Section 1, Township 3 North, Range 74 E. 3 N., lying North easterly of the Northeasterly line of that certain strip of land 150 feet in width acquired by the State of Washington for Secondary State Highway 2135-C by deed dated October 16, 1956, and recorded at page 483 of book 42 of records and returns particularly described at pages 3 and 7 of Book A of Highway Data, Records of Skamania County, Washington, EXCIT-1, beginning at the Northeast corner of the SW 1/4 of the NE 1/4 of the said Section 1; thence South 00° 51' 58" West along the East line of the SW 1/4 of the NE 1/4 of the said Section 1 a distance of 208.71 feet; thence North 88° 46' 10" West parallel to the East line of the SW 1/4 of the NE 1/4 of the said Section 1 a distance of 208.71 feet; thence North 40° 01' 59" West 207.72 feet to a point 20 feet South of the North line of the SW 1/4 of the NE 1/4 of said Section 1; thence South 88° 46' 10" West parallel to the North line of the SW 1/4 of the NE 1/4 of said Section 1 a distance of 207.72 feet to the East right of way line of County Road No. 2135 designated as the Wind River Road, thence North 40° 01' 59" West along the East right of way line of said County Road a distance of 207.72 feet to the East right of way line of the SW 1/4 of the NE 1/4 of said Section 1; thence South 88° 46' 10" East along the North line of the SW 1/4 of the NE 1/4 of said Section 1 a distance of 207.72 feet to the point of beginning.

TO HAVE AND TO HOLD unto the Beneficiary with all the covenants, conditions and warranties therein contained, unto the heirs, assigns and assigns forever, the sum of **EIGHT THOUSAND and 00/100 Dollars (\$8,000.00)**

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IT IS HEREBY AGREED THAT

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not give it right to require pre-empt payment when due or of other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

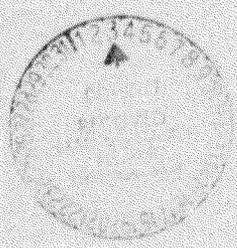
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, as amended, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the person entitled thereto or may be deposited into clerk's hands with the clerk of the superior court of the county in which said sale takes place.

5. Trustee shall deliver to the purchaser at the sale its deed, with all warrants, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall verify the fact showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which record shall be prima facie evidence of such compliance and purchaser's evidence thereof in favor of bona fide purchasers and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington, is hereby irrevocably vested in Beneficiary and this Deed of Trust to be exercised as aforesaid.

7. In the event of the death, incapacity, absence or unavailability of Trustee, Beneficiary may appoint in writing a successor Trustee, and upon the recording of such appointment on the mortgage records, the person so designated in writing may fully execute or perform any and all duties which shall be required of Trustee or of any person or proceeding in which Trustee is interested, and shall be a public officer and a person who is eligible to be appointed as such.

8. This Deed of Trust shall be subject to the provisions of the laws of the State of Washington, and the laws of the State of California, and shall be governed by the laws of the State of Washington. The laws of the State of Washington shall prevail in the event of any conflict of laws, whether or not stated as Beneficiary's intent.



Fred D. Dollar

FRED D and JANICE DOLLAR

22 of September 1977
Fred D. Dollar
Notary Public in and for the State of Washington
Underwood

UNOFFICIAL COPY

REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when note has been paid

TO TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Date:

Mail reconveyance to: